



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation 810 Proc./Statewide

referred to as STATE and the following:

Agency Name Agency Code Division

CONTRACTOR Wasatch Door Company LLC

LEGAL STATUS OF CONTRACTOR

Name

3345 South 300 West B4

Address

Salt Lake

UT

84115

City

State

Zip Code

Mike O'Driscoll

(801)

484-8000

Contact Person

Phone Number

870533009

18002F

15055000000

Federal ID#

Vendor Number

Commodity Code(s)

Sole Proprietor

Non-Profit Corporation

X

For-Profit Corporation

Partnership

Government Agency

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with installation and repair of overhead doors. A performance bond in the amount of \$50,000.00 is required.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF4172-1,

Requisition # 810 46000000146, FY 2004.

4. CONTRACT PERIOD: Effective date 06/02/04. Termination date 06/02/07, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) 2- (1) year.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$999,999,999.99 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Itemized Price List.

ATTACHMENT D: Special Terms and Conditions.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF4172 dated 05/25/04.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

SEE ATTACHED

Contractor's Signature

MIKE O'DRISCOLL

Contractor's Name

MANAGER

Title

STATE OF UTAH

David K. Miles, Operations Engineer

Director, Division of Purchasing

PROCESSED BY

DIVISION OF FINANCE

Director, Division of Finance

JUN 23 2004

JUN 28 2004

Debra Boulton

(801) 965-4070

(801) 965-4073

dboulton@utah.gov

Agency Contact Person

Phone Number

Fax Number

Email Address

ENT'D MAR 11 2005
JUL 13 2005

MAIL TO:

Invitation to Bid

Solicitation Number: RF4172-1

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>



Due Date: 05/25/04 @ 2:00 P.M.

Date Sent: May 12, 2004

Goods and services to be

"IN LIEU OF PREVIOUS BID" PROVIDE INSTALLATION/REPAIRS OF OVERHEAD DOORS

Please complete

Company Name Wasatch Door Company, LLC		Federal Tax Identification Number 87-0533009	
Ordering Address 3345 S. 300 W, B4	City Salt Lake	State UT	Zip Code 84115
Remittance Address (if different from ordering address) 3345 S. 300 W, B4	City Salt Lake	State UT	Zip Code 84115
Type LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person Mike O'Driscoll		
Telephone Number (include area code) 801 484-8000	Fax Number (include area code) 801 484-8017		
Company's Internet Web Address WWW.Overheaddoor.com	Email Address Wasdoor@aol.com		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) 1% Net 35	Days Required for Delivery After Receipt of Order (see attached for any required minimums) As required		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <u>x</u> No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature 		Date 5-25-04	
Type or Print Name Mike O'Driscoll		Position or Title Manager	

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract.

unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

ATTACHMENT B: SCOPE OF WORK

Overhead Door Specification

PART 1 - GENERAL

1.01 SUMMARY

- A. The work of this Section includes the furnish and complete installation of upward-acting sectional doors.
- B. Scope of Work: Scope of work shall include, but is not limited to, the following:
- Upward-acting Sectional Doors. This contractor will provide replacement overhead doors in the sizes shown in attachment D as requested by the Owner. Contractor may also be requested to provide electric operators for existing overhead doors.
 - Miscellaneous Metal; metal framing and supports. This contractor will be required to make alterations to, reinforce, repair or provide meat framing and supports for overhead doors installed under this contract. All steel exposed to the exterior shall be galvanized.
 - Finish Hardware; key cylinders for locks. Overhead doors supplied under this contract shall come complete with standard hardware. Key cylinders shall be provided when requested by the Owner.
 - Painting; field painting. Any material provided under this contract that does not come prefinished shall be painted. Prefinished items damaged during installation shall be touched up. Steel that is not galvanized shall first have a rust inhibitive primer coat. All painted surfaces shall be painted with paint appropriate for the substrate.
 - Electrical; wiring. This contractor shall provide all necessary wiring, conduit and receptacles as required for a complete and functional operation.
 - Remote Controls. This contractor shall provide one remote control operator for each door or electric operator installed.

1.02 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each type of sectional door. Include both published data and any specific data prepared for this project. Product data shall be submitted with bid.

1.03 QUALITY ASSURANCE

- A. **Manufacturer:** Sectional doors shall be manufactured by a firm with a minimum of five years experience in the fabrication and installation of sectional doors. Manufacturers proposed for use, which are not named in these specifications, shall submit evidence of ability to meet performance and fabrication requirements specified, and include a list of five projects of similar design and complexity completed within the past five years.
- B. **Installer:** Installation of sectional doors shall be performed by the authorized representative of the manufacturer.
- C. **Single-Source Responsibility:** Provide doors, tracks, motors, and accessories from one manufacturer for each type of door. Provide secondary components from source acceptable to manufacturer of primary components.
- D. **Pre-Installation Conference:** Schedule and convene a pre-installation conference just prior to commencement of field operations, to establish procedures to maintain optimum working conditions and to coordinate this work with Owner's activities.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials and products in labeled protective packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage from weather, excessive temperatures and construction operations and owner's activities.

1.05 WARRANTY

- A. Provide warranty on door components as follows:
 - 1. Doors - One year parts and labor; ten year rust-through
 - 2. Openers - One year parts and labor; five years motor
 - 3. Warranty shall cover all costs of covered repairs, parts, labor and travel expenses.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

- A. Acceptable manufacturers include, but are not limited to, the following:
 - 1. Overhead Door Corporation
 - 2. Clopay Building Products, Inc.
 - 3. Martin Door Manufacturing
 - 4. Crawford Door Sales
 - 5. Raynor Garage Door Co.
 - 6. Ceco/Windsor Door

- B. Sectional Door Assembly: Metal/foam/metal sandwich panel construction, with EPDM thermal break and ship-lap design with rounded water channels. Units shall have the following characteristics:

Panel Thickness: 2".

Exterior Surface: Ribbed, textured.

Exterior Steel: 0.016", hot-dipped galvanized.

End Stiles: 16 gauge with thermal break.

Heavy Duty Springs; 100,000 cycles. Springs mounted on a continuous 1 inch solid steel shaft.

Insulation: CFC-free and HCFC-free polyurethane, fully encapsulated.

Thermal Values: R-value of 17.50; U-value of 0.057.

Air Infiltration: 0.08 cfm at 15 mph; 0.13 cfm at 25 mph.

Pass-Door: When Requested.

High-Usage Package: Required.

Full Glazing of Steel Panels: Insulated double strength glass.

- C. Finish and Color: Two coat baked-on polyester with white exterior and interior color.
- D. Windload Design: Design and reinforce doors to withstand a 20 psf wind-loading pressure. Deflection of the door in the horizontal position will not exceed 1/120 of the door width. Meet ANSI/NAGDM 102 standards.
- E. Hardware: Galvanized steel hinges and fixtures. Floating ball bearing rollers with hardened steel races.
- F. Lock: Interior mounted slide lock.
- G. Weatherstripping: EPDM rubber tube seals fitted inside joints between sections. EPDM rubber bulb-type strip at bottom. (Header seal and jamb weatherstripping.)
- H. Track: Provide track as recommended by manufacturer to suit loading required and clearances available. Incline track for weather-tight enclosure. Brace track per manufacturer's recommendation.

- J. Electric Motor Operation: Provide UL listed electric operator, size and type as recommended by manufacturer to move door in either direction at not less than 2/3 foot nor more than 1 foot per second. Provide solenoid brakes.

Entrapment Protection: Electric sensing edge.

Operation Controls: Push-button operated control stations with open, close, and stop buttons for surface mounting, for interior location.

Remote Control: Heavy duty transmitter with rocker switch. Provide one for each door.

Provide disengaging auxiliary chain hoist. Hoist chain must run only when hoist is engaged.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Take field dimension and examine conditions of substrates, supports, and other conditions under which this work is to be performed. Correct any unsatisfactory conditions before proceeding with door installation.

3.02 INSTALLATION

- A. Strictly comply with manufacturer's installation instructions and recommendations. Coordinate installation with adjacent work to ensure proper clearances and allow for maintenance.
- B. Instruct Owner's personnel in proper operating procedures and maintenance schedule.
- C. Installation is to include all labor, electrical material, electrical connection and miscellaneous hardware to mount doors, tracks, operators, wall switches and safety stops.
- D. Installation is to include removal and proper disposal of existing doors, parts, etc. as required per each individual installation.
- E. Power wiring to the door operator is to be provided by the Contractor.

3.03 ADJUSTING AND CLEANING

- A. Test sectional doors for proper operation and adjust as necessary to provide proper operation without binding or distortion.
- B. Touch-up damaged coatings and finishes, and repair minor damage. Clean exposed surfaces using non-abrasive materials and methods recommended by manufacturer of material or product being cleaned.

ATTACHMENT C: ITEMIZED PRICE LIST

BID PRICES FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF OVERHEAD DOORS FOR ANY UDOT FACILITY. INSTALLATION TO INCLUDE ALL WORK NECESSARY FOR A COMPLETE INSTALLATION.

REGION ONE

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
14' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,842.00</u>
12' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,735.00</u>
14' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>3,232.00</u>
18' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>4,053.00</u>
Minor framing/per job/per opening	\$ <u>142.00</u>
Electric operators with auxiliary and controls	\$ <u>978.00</u>
Electrical work (from door to panel)	\$ <u>8.53/linear ft</u>
Remote Control	\$ <u>34.00</u>
Repair/Maintenance labor rate	\$ <u>44.00</u>
Parts quote - percent off list price	<u>35%</u>
Man door	\$ <u>1,148.00</u>
Key Cylinder	\$ <u>16.40</u>
Mileage charge to job site in excess of 50 miles from the Contractor's shop	\$ <u>.75</u>
Per diem for job sites 100 miles or more From the Contractor's shop	\$ <u>178.00</u>

NOTE: SEE ATTACHED MAP

ATTACHMENT C: ITEMIZED PRICE LIST

BID PRICES FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF OVERHEAD DOORS FOR ANY UDOT FACILITY. INSTALLATION TO INCLUDE ALL WORK NECESSARY FOR A COMPLETE INSTALLATION.

REGION TWO

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
14' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,842.00</u>
12' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,735.00</u>
14' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>3,323.00</u>
18' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>4,053.00</u>
Minor framing/per job/per opening	\$ <u>142.00</u>
Electric operators with auxiliary and controls	\$ <u>978.00</u>
Electrical work (from door to panel)	\$ <u>8.53/linear ft</u>
Remote Control	\$ <u>34.00</u>
Repair/Maintenance labor rate	\$ <u>44.00</u>
Parts quote - percent off list price	<u>35%</u>
Man door	\$ <u>1,148.00</u>
Key Cylinder	\$ <u>16.40</u>
Mileage charge to job site in excess of 50 miles from the Contractor's shop	\$ <u>.75</u>
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NOTE: SEE ATTACHED MAP

ATTACHMENT C: ITEMIZED PRICE LIST

BID PRICES FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF OVERHEAD DOORS FOR ANY UDOT FACILITY. INSTALLATION TO INCLUDE ALL WORK NECESSARY FOR A COMPLETE INSTALLATION.

REGION THREE

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
14' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,842.00</u>
12' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,735.00</u>
14' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>3,323.00</u>
18' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>4,053.00</u>
Minor framing/per job/per opening	\$ <u>142.00</u>
Electric operators with auxiliary and controls	\$ <u>978.00</u>
Electrical work (from door to panel)	\$ <u>8.53/linear ft</u>
Remote Control	\$ <u>34.00</u>
Repair/Maintenance labor rate	\$ <u>44.00</u>
Parts quote - percent off list price	<u>35%</u>
Man door	\$ <u>1,148.00</u>
Key Cylinder	\$ <u>16.40</u>
Mileage charge to job site in excess of 50 miles from the Contractor's shop	\$ <u>.75</u>
Per diem for job sites 100 miles or more From the Contractor's shop	\$ <u>178.00</u>

NOTE: SEE ATTACHED MAP

ATTACHMENT C: ITEMIZED PRICE LIST

BID PRICES FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF OVERHEAD DOORS FOR ANY UDOT FACILITY. INSTALLATION TO INCLUDE ALL WORK NECESSARY FOR A COMPLETE INSTALLATION.

REGION FOUR/CEDAR CITY DISTRICT

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
14' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>3,087.00</u>
12' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,980.00</u>
14' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>3,568.00</u>
18' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>4,298.00</u>
Minor framing/per job/per opening	\$ <u>189.00</u>
Electric operators with auxiliary and controls	\$ <u>1,118.00</u>
Electrical work (from door to panel)	\$ <u>10.35/linear ft</u>
Remote Control	\$ <u>34.00</u>
Repair/Maintenance labor rate	\$ <u>54.00</u>
Parts quote - percent off list price	<u>20%</u>
Man door	\$ <u>1,148.00</u>
Key Cylinder	\$ <u>16.40</u>
Mileage charge to job site in excess of 50 miles from the Contractor's shop	\$ <u>.75</u>
Per diem for job sites 100 miles or more From the Contractor's shop	\$ <u>240.00</u>

NOTE: SEE ATTACHED MAP

ATTACHMENT C: ITEMIZED PRICE LIST

BID PRICES FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF OVERHEAD DOORS FOR ANY UDOT FACILITY. INSTALLATION TO INCLUDE ALL WORK NECESSARY FOR A COMPLETE INSTALLATION.

REGION FOUR/PRICE DISTRICT

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
14' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>3,087.00</u>
12' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,980.00</u>
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ATTACHMENT C: ITEMIZED PRICE LIST

BID PRICES FOR THE INSTALLATION, REPAIR AND MAINTENANCE OF OVERHEAD DOORS FOR ANY UDOT FACILITY. INSTALLATION TO INCLUDE ALL WORK NECESSARY FOR A COMPLETE INSTALLATION.

REGION FOUR/RICHFIELD DISTRICT

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
14' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>3,087.00</u>
12' wide x 13' high door with electric operator Auxiliary hoist and controls	\$ <u>2,980.00</u>
14' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>3,568.00</u>
18' wide x 16' high door with electric operator Auxiliary hoist and controls	\$ <u>4,298.00</u>
Minor framing/per job/per opening	\$ <u>189.00</u>
Electric operators with auxiliary and controls	\$ <u>1,118.00</u>
Electrical work (from door to panel)	\$ <u>10.35/linear ft</u>
Remote Control	\$ <u>34.00</u>
Repair/Maintenance labor rate	\$ <u>54.00</u>
Parts quote - percent off list price	<u>20%</u>
Man door	\$ <u>1,1480.00</u>
Key Cylinder	\$ <u>16.40</u>
Mileage charge to job site in excess of 50 miles from the Contractor's shop	\$ <u>.75</u>
Per diem for job sites 100 miles or more From the Contractor's shop	\$ <u>240.00</u>

NOTE: SEE ATTACHED MAP

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE:** This is a requirements contract to provide the State with replacement, repair and maintenance of overhead doors, including hardware assemblies, for a period of three (3) years with two (1) year renewal options.
2. **CONTRACT ACCEPTANCE:** At the time the bid is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
3. **QUANTITY OR AMOUNT ESTIMATES:** The State does not guarantee to purchase any service under this contract. Estimated contract amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any service.
4. **PRICING:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for a period of one (1) year.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST FORTY FIVE (45) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

5. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

6. **INVOICING: THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.**

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoice.

Invoices for installation will not be approved for payment until installation has been inspected by Bill Juszczak, Facilities Manager or designee. Payment will be made after approval of work that has been done and two (2) sets of parts listings and a repair manual has been received at the site of installation by the site supervisor. All invoices for per diem expense charges must be approved before commencement of any specific project by the Facilities Manager. The Contractor shall submit invoices to the Utah Department of Transportation, Facilities Maintenance Manager, 4501 South 2700 West, Box 148250, Salt Lake City, Utah 84119.

7. **NON-COMPETE CLAUSE:** The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate as a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.
8. **DELIVERY:** The shipping terms on this contract are F. O. B. Salt Lake City and a 50 mile radius from Salt Lake City unless otherwise stated.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

9. **CONTRACTOR'S LIABILITY INSURANCE:** Contractor will be required to furnish UDOT with evidence of Workers Compensation sufficient to cover all of the Contractor's employees, pursuant to the Utah State Statutes. Contract must also provide a Certificate of Insurance certifying that he will provide and maintain a policy of insurance in which UDOT shall be specifically named as an additional insured.

Coverage shall be in the following amounts:

\$250,000.00 for each bodily injury
\$500,000.00 for each accident or occurrence
\$100,000.00 for property damage.

In the event the Contractor cannot obtain the forgoing, the Contractor shall provide a policy with a minimum coverage of \$1,000,000.00 in the aggregate. The certificate must also state that no cancellation or decrease in coverage shall be made without giving the State at least 45 days prior written notice. In the event that governmental immunity limits as subsequently altered, the Contractor will be required to provide a new Certificate of Insurance within 45 days, certifying coverage in compliance with the modified limits.

10. **QUALITY:** Contractor is solely responsible for the quality of materials and installation. The contract may be canceled immediately for poor materials or installation.
11. **EMPLOYEE AUTHORITY:** Individuals(s) performing services for the Contractor must be given complete authority to work with the State representative in the performance of the services outlined in the contract. The State will not accept responsibility for communication between the Contractor and the Contractor's employees.
12. **PERFORMANCE BOND:** The Contractor shall provide a performance and payment bond in the amount of \$50,000.00 guaranteeing performance, product and payment to suppliers and subcontractors.
13. **RESPONSE TIME:** Repairs shall be scheduled and completed within fourteen (14) days of notification, weather permitting and barring material supply shortages. New installations shall be scheduled and completed within forty-five (45) days of notification, weather permitting and barring material supply shortages.